DOCUMENT RESUME

ED 298 980 JC 880 401

TITLE Agreement between the County of Sullivan and Sullivan County Community College and the Professional Staff Association of Sullivan County Community College, September 1, 1987-August 31, 1990.

INSTITUTION National Education Association, Washington, D.C.; Sullivan County Community Coll., Loch Sheldrake, NY.

PUB DATE 87

NOTE 66p.; Part of a collection of bargaining agreements compiled by the National Education Association.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC03 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Department Heads; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Retirement; Teacher Salaries; Tenure; Two Year Colleges; Unions

IDENTIFIERS National Education Association; *NEA Contracts

ABSTRACT

This collective bargaining agreement between the County of Sullivan and Sullivan County Community College and the Professional Staff Association of Sullivan County Community College establishes conditions of employment for academic teaching, non-teaching, and support staff. The articles in the agreement set forth provisions related to: (1) accordance with applicable laws; (2) definitions; (3) recognition of the bargaining unit; (4) dues deduction; (5) rights and responsibilities of the employer; (6) mutual pledge to the Public Employees Fair Employment Act; (7) non-discrimination; (8) the Management and Association Committee; (9) academic freedom; (10) membership, purpose, duties, and officers of the faculty; (11) workload of academic and non-academic teaching staff, academic support staff, and adjunct teachers; (12) salaries and compensation; (13) academic appointments and reappointments; (14) non-reappointment of academic support staff; (15) discipline and termination of academic teaching, non-teaching, and support staff; (16) retrenchment; (17) contract disagreements and arbitration procedures; (18) membership in retirement systems; (19) personal and professional leaves of absence; (20) the work year; (21) campus meeting facilities; (22) changes in the agreement; and (23) terms of the agreement. (EJV)

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ED298980

AGREEMENT BETWEEN THE COUNTY OF SULLIVAN AND SULLIVAN COUNTY COMMUNITY COLLEGE

AND

THE PROFESSIONAL STAFF ASSOCIATION OF SULLIVAN COUNTY COMMUNITY COLLEGE

9/1/87 - 8/31/90

The National Education Association
Washington, D.C.

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A G R E E M E N T

Between the County of Sullivan and Sullivan County Community College

and

The Professional Staff Association of Sullivan County Community College

TABLE OF CONTENTS

SUBJECT	ARTICLE	SECTION	PAGE
Academic Freedom	9		7
Adjunct Teaching	11	1121	16
Agreement			
a. Statement of Agreement			1
b. Terms of	29		58
c. Changes in	25		57
Applicable Law	1	101	1
Appointments			
a. Academic Support Staff	15		26
b. Academic Teaching Staff and Academic Non-Teaching Staff	13		23
c. Continuing Appointment	13	1302	23
Bulletin Boards	23	2311	54
Campus Meeting Facilities	23		53
Definitions	2		2
Disagreements	19		35
a. Arbitration	19	1907	38
b. Procedures	19	1905	36
Discipline and Termination			
a. Academic Support Staff	17		31
b. Academic Teaching Staff and Academic Non-Teaching Staff	16		27
Dues Deduction	4		4

TABLE OF CONTENTS

SUBJECT	ARTICLE	SECTION	PAGE
Faculty	10		9
a. Officers of	10	1003	10
b. Purposes and Duties	10	1002	10
Graduate Degrees - Approval	23	2331	55
Insurance			
a. Disability	20	2031	42
b. Health	20	2022.1	40
c. Liability	20	2041	42
d. Life	20	2011	39
Jury Duty	21	2104	45
Leaves			
a. Association	21	2107	50
b. Jury Duty	21	2104	45
c. Limitations - Without Pay	21	2151	52
d. Maternity	21	2106	49
e. Military	21	2108	50
f. Personal	21	2103	45
g. Sabbatical	21	2101	42
h. Sick	21	2105	46
i. Vacation			
Academic Teaching Staff	21	2102.1	44
Academic Non-Teaching Staff and Academic Support Staff	21	2102.2	44
j. Without Pay	21	2121	51
Management and Association Committee	8		6
Mandated Provisions of the Law	28		58
Maximum Overload	11	1106	14
Medical Assistance	20	2061	42
Mutual Pledge	6		6
Non Discrimination	7		6
Notices	24		57

TABLE OF CONTENTS

SUBJECT	ARTICLE	SECTION	PAGE
Office Hours	11	1104	14
Personnel Files	23	2321	54
Printing of Contract	23	2341	56
Reappointments/Non-Reappointments			
a. Academic Support Staff	15		26
b. Academic Teaching Staff and Academic Non-Teaching Staff	14		24
c. Continuing Appointment	13	1302	23
d. Division Chairpersons	14	1403	25
e. Academic Teaching and Academic Non-Teaching Staff Employees on Leave	14	1404	25
Recognition	3	301	3
Resignations	12	1232	22
Retirement Systems	20		39
a. Membership	20	2001	39
b. Retirement	20	2002	39
Retrenchment	18		31
a. Labor Management Lay-Off Committee	18	1804	32
b. Offer of Re-employment	18	1810	34
c. Order of Lay-Off	18	1805	33
Rights and Responsibilities of Employer	5		5
Salaries and Compensation			
a. Admissions Overtime	12	1225	22
b. Chairpersons	12	1204	19
c. Correctional Facilities	12	1205.2	20
d. Hiring Salary Ranges	12	1201.1	16
e. Longevity	21	2109.1	51
f. Overload	12	1205.1	19
g. Overload Payment	12	1205.1	20
h. Promotion	12	1203	18
i. Substitutes	12	1207	21
j. Temporaries	12	1220	22
k. Winter and Summer	12	1206.2	20
Salary Period and Appointment Year	12	1231	22

TABLE OF CONTENTS

SUBJECT	ARTICLE	SECTION	PAGE
S.C.C.C. Courses	20	2051	42
Severability Clause	26		58
Signatures on Agreement			60
Substitutes	12	1207	21
Sub-Titles	27		58
Rights	10		9
Board of Trustees	10	1004	11
Administration	10	1004	11
Work Load			
a. Academic Support Staff	11	1108	15
b. Academic Non-Teaching Staff	11	1107	14
c. Academic Teaching Staff	11		11
d. Chairpersons	12	1204	19
Work Year	22		53

AGREEMENT made the day of November, 1987, between the COUNTY OF SULLIVAN, a municipal corporation with its principal office in the County Government Center, Village of Monticello, Sullivan County, New York 12701, hereinafter referred to as the County or Employer, and the SULLIVAN COUNTY COMMUNITY COLLEGE, an administrative adjunct of the County of Sullivan, with its principal office in Loch Sheldrake, New York 12759, hereinafter referred to as the College, and the PROFESSIONAL STAFF ASSOCIATION OF SULLIVAN COUNTY COMMUNITY COLLEGE, an unincorporated association, with its offices at Loch Sheldrake, New York 12759, hereinafter referred to as the Association.

ARTICLE 1
APPLICABLE LAW

101 This Agreement shall be interpreted in accordance with the statutes of the United States of America and such other laws and regulations as may be applicable thereto; the Civil Service Law, the Education Law, Rules of the Board of Regents - Regulations of the Commissioner of Education, the County Law and the General Municipal Law of the State of New York, and such other statutes as may be applicable thereto, and shall supersede any regulation or policy of the College or the County.

ARTICLE 2
DEFINITIONS

Except as otherwise provided in this agreement or where the context requires a different meaning, the terms used in this agreement shall have the following meaning:

201	Employer -	Board of Supervisors of the County of Sullivan
202	County -	County of Sullivan
203	Trustees/Board of Trustees -	Board of Trustees of Sullivan County Community College
204	College -	Sullivan County Community College acting through its Trustees or Designee.
205	President -	President of Sullivan County Community College.
206	Association -	Professional Staff Association of Sullivan County Community College.
207	Agreement -	This written agreement between the Employer - College and Association.
211	Professional Staff/ Employee -	All employees of the bargaining unit.
212	Academic Teaching Staff -	Professor, Associate Professor, Assistant Professor, and Instructor, whose primary responsibility is teaching, and appointed division chairpersons.
213	Academic Non-Teaching Staff -	Professor, Associate Professor, Assistant Professor, Instructor, whose primary duties are non-teaching including the Director of Library Services, Counselors and Librarians.
214	Academic Support -	All other members of the Staff - Professional Staff.

215	Division Chairpersons -	The persons holding the title of Chairperson of the Divisions of Academic Computing; Business; Civil Technology; Commercial Art; Hospitality; Humanities; Nursing; Natural Sciences and Mathematics; Social and Behavioral Sciences; Physical Education, Recreation and Athletics; and the Director of Library Services.
221	Work Day -	Day when College is open for business.
222	Class Day -	Day when classes are in session or scheduled examinations are given during the Fall and Spring Semesters.
231	Academic Year -	The Fall and Spring terms not including the Winter or Summer terms of the school year.
232	Base Salary -	The compensation paid to an employee during an academic year including promotional salary increase and annual salary increases, less overload, adjunct, substitute, overtime, or other special or extra compensation.
233	Overload Compensation -	Overload compensation is the additional compensation paid to a teaching employee for each credit or contact hour taught by each employee in excess of the minimum number of credit or contact hours required to be taught by that employee on a term or annual basis.

ARTICLE 3
RECOGNITION

301 For the purposes of this Agreement, the employer recognizes the Professional Staff Association of Sullivan County Community College as the College Professional Staff which shall include: the Academic Teaching Staff, the Academic Non-teaching Staff, and the Academic Support Staff;

EXCLUDING all employees now represented by the Sullivan County Chapter, Teamsters Local 445, and the President, Vice-President and Dean of Faculty, Dean of Students, Dean of Administration, Associate Deans of Faculty, Director of Continuing Education, Assistant to the President, Controller, Coordinator of Data Processing, Associate Dean of Administration of the College, and all part-time employees in the titles of recognition and Secretary to the President, Technical Assistant I to the Vice-President and Dean of Faculty, Secretary to the Associate Dean of Faculty, Secretary to the Dean of Administration and Secretary to the Associate Dean of Administration and Secretary to the Dean of Students.

ARTICLE 4
DUES DEDUCTIONS

401 The Employer shall deduct from the wages and salaries of employees regular membership dues and other authorized deductions of those employees who signed and submitted to the Employer signed authorizations directing such deductions to be made.

402 In the absence of extenuating circumstances, dues deductions shall be made every regular pay day and shall be transmitted to the Treasurer of Association, within 10 working days.

403 Dues deductions authorized by any employee shall continue until the employee notifies the College in writing, in duplicate, to discontinue or to change such authorization. One copy of such notice shall be forwarded to the Treasurer of the Association by the College and one copy shall be retained by the College.

404 The Employer shall deduct from the wages of each employee employed on or after August 31, 1980, who is not a member of the Union, an Agency Shop fee in accordance with the provisions of Section 208 (3) (b) of the Civil Service Law, and with respect to each employee employed after the date of this agreement, such Agency Shop fee shall be deducted from the wages of such employee within forty-five (45) days of the date of employment, provided such employee shall have been employed for not less than thirty (30) days. In absence of extenuating circumstances, Agency Shop fees shall be deducted every regular payday and shall be transmitted to the Treasurer of the Association, consistent with prevailing practice.

405 The Association hereby agrees to indemnify and hold the County and College harmless from any and all claims and damages it may sustain as a result of making payroll dues deductions and Agency Shop fee deductions. The Association shall be solely responsible for the disposition of such funds after receipt of same by the Association.

ARTICLE 5
RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

501 Nothing contained in this Agreement shall be construed as delegating, reducing or abridging in any way the authority conferred by law on the Board of Supervisors, the Board of Trustees or any elected or appointed administrative officers of the County of Sullivan and Sullivan County Community College.

ARTICLE 6
MUTUAL PLEDGE

601 The Employer and the Association do hereby affirm that they shall not engage in any activity contrary to the provisions of the Public Employees Fair Employment Act, Civil Service Law.

ARTICLE 7
NON-DISCRIMINATION

701 The parties agree that they will not discriminate against any employee because of race, creed, color, religion, sex, marital status, national origin, age or handicap.

ARTICLE 8
MANAGEMENT AND ASSOCIATION COMMITTEE

801 During the term of this Agreement, the parties agree to meet to discuss subjects of mutual interest that may arise upon five (5) working days' notice given to the other party in writing setting forth the subject matter(s) to be discussed. Repeated requests to discuss the same subject or similar subjects at additional meetings other than regular meetings need not be honored.

802 Each party agrees to designate not more than four representatives to meet and make every reasonable effort to resolve issues.

803 The representatives designated by the Employer shall include one (1) representative of the County and three (3) representatives of the Trustees or their respective designees.

811 The inclusion or exclusion of new positions within the recognition unit will be determined by the Committee. The College will notify the Association within five (5) days after creation of a new position. The Committee will meet within ten (10) days after receipt of notice.

ARTICLE 9
ACADEMIC FREEDOM

901 A democratic society is sustained by the wide latitude or freedom consonant with public order and safety. Freedom in the development and dissemination of ideas is the keystone of the democratic heritage. Because of the vital nature of this freedom, educational institutions have a special charge to nurture ideas and respect for ideas and the right to expound them. At the same time, it is only natural to expect criticism from a wide variety of quarters when free inquiry is pursued.

902 As citizens, teaching faculty enjoy the right of freedom of expression. Beyond this, because of their special position as "custodians" of the democratic heritage, faculty are free to express unpopular views without fear of retaliation, views that may clash with colleagues that "rank" them, views that differ from those of the President of the College, or from those of the Trustees, or from the prevailing attitudes in the community. This freedom is essential by any yardstick, whether it be pragmatic or philosophical. This special set of guaranteed "rights" is necessary if all parties are to ensure the bold objective, forthright expression of views and criticisms. All parties concur that the public welfare "depends upon the free search for truth and its free exposition", as stated by the AAUP and the Association of American Colleges.

903 There may be reasonable limitations on academic freedom. In the classroom, the teacher is free to discuss his/her subject area but certainly he/she is outside of his/her rights if he/she introduces controversial materials which are clearly and irrefutably irrelevant. Also, he/she is part of a profession and is a member of an educational institution, which imposes obligations of restraint, since teachers as a group, and colleges, are often judged by the general public on the basis of expressed views. In the expression of an opinion, either verbal or published, he/she should make it

clear that he/she does not speak for the College, and he/she should not deliberately cloak his/her views with the prestige of the institution.

904 The "right to be heard" is paralleled by the students' "rights to hear". Students are entitled to a balanced spectrum of opinion in appropriate areas and should not be restricted to a limited menu, either from "right", "middle", or "left". Both in class and outside of class, students should be free to observe, to comment, and to seek the "truth". With respect to outside guest speakers, faculty and students groups enjoy the right to hear speakers of their own choice, keeping in mind certain broad principles, which include: (1) the broad commitment to the independent search for truth; (2) maintenance of a spirit of freedom of inquiry; (3) the preservation of intellectual integrity; and, (4) the obligation to obey the laws. All parties are confident that the students of this College can be exposed to wide range of views on controversial issues and that this will result in their becoming adults who adhere more strongly to basic democratic beliefs that are our nation's heritage.

ARTICLE 10
FACULTY

1001 The parties agree that the Faculty of the Sullivan County Community College shall consist of persons employed in the titles of: President; Vice-President and Dean of the Faculty; Dean; Associate Dean; Assistant Dean; full-time instructional personnel

holding the rank of Instructor, Assistant Professor, Associate Professor; Professor; Librarian; Associate Librarian; Assistant Librarian; Director of Admissions; Counselor; Registrar; Director of Student Activities; Director of Counseling and Placement; Coordinator of Instructional Media, together with such other members of the professional staff as the Faculty approves because of their educational responsibilities.

1002 PURPOSE AND DUTIES OF THE FACULTY

(A) The faculty shall have the right to formulate policy relating to the curriculum, the granting of degrees, student activities, and student discipline, to be submitted and subject to the approval of the Board of Trustees. The faculty may also make recommendations to the Trustees on policy with respect to budgetary problems of the College within such procedures as the Trustees may establish.

(B) The faculty shall be responsible for and shall establish rules governing the use of the College name by the College organizations and clubs.

1003 OFFICERS OF THE FACULTY

(A) The officers of the Faculty shall be the Chairperson, the Vice-Chairperson, and the Secretary.

(B) The Chairperson, of the Faculty shall be the President of the College and shall preside over the meetings of the Faculty and discharge the functions customarily performed by a Chairperson.

(C) The Vice-Chairperson shall be the Vice-President and Dean of the Faculty and shall preside in the absence of the President.

(D) The Secretary shall be elected annually by the Faculty and shall prepare minutes, agendas of meetings and perform other customary duties of a corresponding and recording secretary.

1004 Nothing herein contained shall limit or restrict the right of the Board of Trustees or the Administration to determine and approve policy of the College independently of the Faculty.

1005 The Trustees shall honor the established Faculty By-Laws, which may be amended according to the procedures provided therein consistent with the purpose and duties of the Faculty as defined in section 1002.

1006 The provisions of section 1002A of this article relating to the approval or disapproval of any policy recommendation of the Faculty by the Board of Trustees, shall not be subject to Article 19 of this Agreement relating to disagreements or to review by any court or administrative agency.

ARTICLE 11
WORKLOAD - ACADEMIC TEACHING STAFF

1101 Except as herein provided, academic teaching staff shall be required to teach not more than the minimum hours determined on a term or annual basis, as the case may be, as follows:

(a) Chairperson shall teach the minimum hours per term or academic year as set forth in Section 1204.

(b) Workload of academic teaching staff employed by the College prior to September 1, 1978, in an external adjunct, substitute, part-time or temporary capacity and employed or appointed to teach full-time for a term beginning after August 31, 1978, in other than such capacity, and of all academic teaching staff appointed by the College after August 31, 1978, and of all Physical Education staff regardless of when appointed:

Classification	Fall	Spring	Annual
(i) Lecture	18	12-15	30 Credit Hours
(ii) Lecture-Laboratory	20	16-20	36 Contact Hours
(iii) Physical Education	24	16-24	40 Contact Hours

(c) Workload of academic teaching staff employed on a term or continuing appointment, including an employee reappointed to a consecutive term appointment by the College prior to September 1, 1978, excluding employees described in subdivision (b) of this section.

Classification	Fall	Spring	Annual
(i) Lecture	15	12-15	27 Credit Hours
(ii) Lecture-Laboratory	20	14-20	34 Contact Hours

Notes Applicable to Subdivisions (b) and (c) of this Section.

An employees' work load for the purpose of overload shall be calculated in accordance with the following rules:

1. If the load of an instructor is equal to or more than the minimum credit hours and is not more than the minimum contact hours, the instructor is classified as a lecture person and the instructor's overload is calculated on the basis of credit hours. E.g., a person who (in the Fall) teaches 15 credit hours = 17 contact hours would be classified as a lecture person and paid 2 hours overload.

2. If the load of an instructor is equal to or more than the minimum contact hours and is not more than the minimum credit hours, the instructor is classified as a lecture-laboratory person and the instructor's overload is calculated on the basis of contact hours. E.g., a person who (in the Fall) teaches 13 credit hours = 21 contact hours would be classified as lecture-laboratory and paid 1 hour overload.

3. If the load of an instructor in the Fall is less than both the minimum credit and the minimum contact hours (i.e., is underloaded), the instructor's classification will be deferred until Spring and the instructor's overload will be calculated on an annual basis.

4. If the load of an instructor is more than both the minimum credit hours and the minimum contact hours, the instructor's classification and overload are determined by which difference (between actual and minimum credit or contact hours) is larger. E.g., if a person taught 19 credit hours - 25 contact hours, the difference would be:

   (a) 19-15 = 4 credit hours
   (b) 25-20 = 5 contact hours
   since (b) is larger than (a) the instructor would be classified lecture-laboratory and would be paid 5 hours overload.

E.g., if a person taught 20 credit hours - 22 contact hours in the Fall Term the difference would be:

   (a) 20-15 = 5 credit hours
   (b) 22-20 = 2 contact hours
   since (a) is larger than (b) the instructor would be classified lecture person and would be paid 7 hours overload.

5. If the load of an instructor is more than both the minimum credit hours and the minimum contact hours, and the difference between actual and minimum credit and actual and minimum contact is the same, then the faculty member will be paid the difference between the actual and minimum credit hours.

1102 OMITTED

1103 The minimum hours required to be taught by each teaching employee may be reduced by the President at his discretion for appropriate academic or other reasons. Academic administrative responsibilities, extra-ordinary responsibilities in the area of student activities or College-wide work, etc., are typical areas for discretionary reduction in load.

1104 The normal office hours assignment for consultation with students is one office hour per week for each three credits taught, with a minimum of four. To the extent practicable, such office hours should be distributed throughout the week.

1105 The non-teaching responsibilities of academic teaching staff which occur during periods outside the regular terms shall be kept to reasonable limits but it is recognized that certain critical periods and special College needs may require their presence on campus, and participation.

1106 The maximum number of additional courses that any full-time employee of the College may teach for extra compensation, whether in the day or evening hours, shall be one per semester and two for the academic year. Any deviation from this policy shall require the approval of the President.

1107 WORKLOAD FOR ACADEMIC NON-TEACHING STAFF

Academic non-teaching staff shall normally work a thirty-five (35) hour week. But it is recognized that this may be exceeded during certain critical periods because of College needs and, on the other hand, there could be times when the work week would be less than thirty-five (35) hours.

1108 WORKLOAD FOR ACADEMIC SUPPORT STAFF

Academic support staff shall work a 35 hour week, but it is recognized that this may be exceeded during certain critical periods because of College needs. In the event that such employee shall work (more than) in excess of thirty-five (35) hours per week, such employee shall receive compensatory pay or time off at straight time rates for each hour worked up to 40 hours per week and time and one-half rates for each hour worked in excess of 40 hours, in accordance with the rules established by the Fair Labor Standards Act. Such time to be certified by the division chairpersons and department heads to the Associate Dean of Administration biweekly. Such time shall be used by an employee as mutually agreed between the employee, division chairperson or department head and Associate Dean of Administration. If possible, such time shall be used within the academic year and normally shall not be accumulated from year to year. Notwithstanding anything to the contrary contained in this paragraph, employees who are employed as Instructional Assistants shall not be required to report to the College during the Christmas recess, the Spring recess, and on any day during which classes are cancelled, provided however, nothing contained in this sentence shall require the College to schedule a Christmas or Spring Recess and provided, further, for the purposes of this sentence, the Christmas recess shall be limited to that period prior to January 2.

1121 ADJUNCT TEACHING

Adjunct teaching will be assigned by the respective division chairpersons, subject to approval of the Dean of Faculty, on a fair and equitable basis.

1122 In the absence of a required special competence, no external adjuncts shall be hired to teach during the Fall semester, Winter Intersession, Spring semester, and Summer sessions until all members of the academic teaching staff in the division concerned have been offered the chance to teach courses which they are qualified to teach and until other professional staff employees with required qualifications registered in advance in the division concerned have been offered a chance to teach courses which they are qualified to teach and provided such teaching assignments shall not interfere with their regularly assigned duties and work schedule.

1131 The academic non-teaching staff and the academic support staff, excluding such employees whose contract specified Saturday and Sundays in their work week, shall receive compensatory time off for each Saturday and Sunday that such employees shall work.

ARTICLE 12
SALARIES AND COMPENSATION

1201.1 HIRING SALARY RANGE: All employees who are hired during the term of this agreement shall receive a starting salary within the

ranges set forth opposite the particular job title:

	1987-88	1988-89	1989-90
Professor	26,000-39,000	27,000-40,000	28,000-41,000
Associate Professor	21,000-35,000	22,000-36,000	23,000-37,000
Assistant Professor	19,000-29,000	20,000-30,000	21,000-31,000
Instructor	18,000-24,000	19,000-25,000	20,000-26,000
Instructional Assistant	16,000-22,000	17,000-23,000	18,000-24,000
Technical Assistant I	14,000-19,000	15,000-20,000	16,000-21,000
Technical Assistant II	12,500-18,000	13,500-19,000	14,000-20,000

1201.2 The starting salaries of persons holding the following titles shall be within the ranges of the applicable academic rank:

Director of Student Acccounting Services/Bursar	- Assistant Professor
Coordinator of Instructional Media	- Associate Professor
Coordinator of Health Services	- Assistant Professor
Director of Buildings and Grounds	- Assistant Professor
Facilities and Program Coordinator	- Associate Professor

1202 Except as provided in subparagraph (e) of this Section, each professional staff employee shall receive an increase in the base salary of such employee on August 31, which is to be paid on September 1, and thereafter for academic years as follows: 1987-1988 - 5.5% or $1,500.00 whichever is the greater, 1988-1989 - 6% or $1,500.00 whichever is the greater, 1989-1990 - 6% or $1,500.00 whichever is the greater.

(a) All professional staff employees employed by the College on or before the first class day of the Spring term during the academic years 1987-1988, 1988-1989 or 1989-1990 as the case may be, shall receive an increase in salary as of September 1, 1987 or September 1, 1988 or September 1, 1989, respectively, provided in this section. Professional staff employees employed by the College after the first day of the spring term during the academic years 1987-1988, 1988-1989, 1989-1990 as the case may be, shall receive a pro rata increase in salary, computed in monthly increments for the academic years beginning September 1, next succeeding the date of employment provided, however, any person employed on or after August 1, and before September 1, shall receive no increase in salary for the next succeeding academic year.

1203.1 (An employee) A Faculty member or academic non-teaching staff member who is promoted shall receive an increase in base pay as follows:

Professor	$1,100
Associate Professor	$1,000

Assistant Professor $ 900

1203.2 An academic support staff member who is promoted shall receive an increase in base pay as follows:

1st promotion	$ 900
2nd promotion	$1,000
3rd promotion	$1,100

1203.3 Promotional increases provided in this paragraph shall be paid beginning September 1, following notice of the promotion.

1204 Division Chairpersons shall receive in addition to their base salary special compensation in the sum of $2,000.00 annually during the term of their appointments as chairman and shall receive overload compensation for each contact hour in excess of the minimum hours set forth in the following schedule:

	FALL	SPRING	ANNUAL
Academic Computing	3	0	3
Business	6	3	9
Commercial Art	0	0	0
Hotel Technology	0	0	0
Humanities	0	0	0
Library Services	0	0	0
Natural Sciences and Mathematics	0	0	0
Nursing	6	6	12
Social and Behavioral Sciences	6	3	9

1205.1 Except as provided in 1205.2, the rates for overload compensation for professional staff employees shall be paid as follows per contact hour:

	1987-88	1988-89	1989-90
Professor	$410	$440	$470
Associate Professor	$390	$420	$450
Assistant Professor	$370	$400	$430
Instructor	$350	$380	$410

(a) Overload compensation shall be paid in each term on a per hour basis for each hour taught in excess of the term minimum hour workload set forth in Section 1101 at the applicable rate for each academic rank.

(b) Chairpersons shall be paid overload compensation in each term for each hour worked in excess of the term hour workload set forth in Sections 1101 and 1204.

(c) Overload compensation shall be paid in two installments at the middle and end of each term for which such compensation be due.

1205.2 Teaching at all correctional facilities shall be compensated ~~at the rate of~~ an additional $100.00 per contact hour for all employees.

1206.1 Persons who are employed as adjuncts during the academic year shall receive compensation in accordance with the academic rank or comparable grade of such employee, as set forth in Section 1205.

1206.2 Adjunct teaching in the Winter and Summer sessions shall be compensated at the rate of $410.00 per contact hour for all employees in 1987-1988, $440 per contact hour in 1988-1989 and $470 per contact hour in 1989-1990.

1207 Substitutes should be arranged for by the Dean, in consultation with the respective Faculty Chairman.

(a) Substitutes who replace colleagues who are absent from class due to illness or college business are to be compensated according to the following formula:

Part-time salary Number of hours = Compensation class meets in a per hour of given semester substitution.

Example: An instructor making $10,000 yearly would be paid $350.00 per contact hour for part-time work. If he taught a course that met for three contact hours, his part-time salary would be $1050.00. If he substituted in a course that 45 hours during a given semester, his compensation per hour of substitution would be $1050.00 divided by 45; or $23.33.

(b) The Chairperson of the absentee faculty member(s) will notify the Dean of the Faculty as to the cause of the absence.

(c) Pay will begin as of the substitute's fourth consecutive contact hour with the class. If a single class session contains more than three contact hours, pay will begin as of the second class session.

(d) In the case of recurring illness, the deductible period may be waived at the discretion of the Dean.

1220 The compensation of persons employed in temporary instructional positions and assigned a full teaching load and related professional responsibilities shall be at least the minimum entrance salary for Instructor on a pro-rata basis.

1225 The employees of the Admissions Department, including the Director of Admissions, shall be paid overtime compensation during the term of this Agreement at the rate of $60.00 for each one-half day in excess of two half days worked by such employee in any 24-hour calendar day, provided such work is performed outside the County of Sullivan and written authorization for overtime compensation is obtained from the Dean of Students in advance of the performance of such work. Nothing contained in this section shall be deemed to exclude the accrual of compensatory time for overtime worked except overtime for which payment is received shall not be accrued.

1231 SALARY PERIOD AND APPOINTMENT YEAR

All employees subject to this Agreement shall have their regular appointment year commence September 1 and terminate as of August 31 and shall be paid over a period of twelve months unless terms or conditions of their appointment otherwise provide.

1232 An employee of the academic teaching staff who finds it necessary to resign his position at the conclusion of the first semester shall receive one-half of his annual salary provided he submits his resignation by September 1.

ARTICLE 13
APPOINTMENTS TO THE ACADEMIC TEACHING STAFF AND ACADEMIC NON-TEACHING STAFF

1301 Employees who are appointed to the academic teaching staff and academic non-teaching staff shall hold academic rank of instructor, assistant professor, associate professor, or professor. All counselors and librarians shall have rank.

1302 Employees shall be appointed to a term appointment of from one to four academic years. They may be reappointed to a term appointment of from one to three years, provided that the original and subsequent appointments shall not exceed a total of four years. If an employee is notified of the intention not to grant continuing appointment before the conclusion of the third year of service to the College, then the fourth year will be the final year of employment.

1303 An employee may be given temporary appointment up to a maximum of two academic years. Such appointments may be terminated at the College's discretion.

1304 The appointment of an academic teaching or non-teaching staff employee who is granted to continuing appointment shall not be affected by any changes in rank and shall continue unless terminated in accordance with the termination procedures under Article 16, or retrenchment under Article 18.

ARTICLE 14
REAPPOINTMENTS - NON-REAPPOINTMENT OF ACADEMIC TEACHING STAFF AND ACADEMIC NON-TEACHING STAFF

1401 Notice of reappointment or of the intention not to reappoint shall be given in writing to the academic teaching and non-teaching staff employees as follows:

(a) Not later than March 1 of the first academic year of service if the appointment expires at the end of that year; or, if a one year appointment terminates during an academic year, at least three months in advance of its terminations.

(b) Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year, or, if a one-year appointment terminates during an academic year, at least six months in advance of its termination.

(c) At least twelve months before the expiration of an appointment after two or more years in the institution.

1402 The academic teaching and non-teaching staff employee shall notify the Trustees or their designee within thirty (30) days of receipt of the notice of reappointment with their acceptance or rejection of the notice to reappointment by Certified Mail, Return Receipt Requested. Failure to do so will constitute a resignation by the employee.

1403 Division Chairpersons shall receive their reappointment letter by February 15. Division Chairpersons shall notify the Trustees or their designee within thirty (30) days of receipt of the notice of reappointment with their acceptance or rejection of the notice to reappoint.

1404 Academic teaching and non-teaching staff employees on leave shall receive their reappointment letter six months prior to the termination of their leave. Academic teaching and non-teaching staff employees on leave shall notify the Trustees or their designee within thirty (30) days of receipt of the notice of reappointment with their acceptance or rejection of the notice to reappoint. Failure to do so will constitute a resignation by the employee.

1405 When an academic teaching or non-teaching staff employee is hired as part of an instructional division, he/she will be given a list of all administrators division chairpersons, or academic teaching employees on leave, who could return to that instructional division.

1406 The Trustees or their designee shall respond orally or in writing at the employee's request for reasons for non-reappointment, and such reasons shall not be subject to the disagreement procedures set forth in Article 19 of this Agreement.

1407 All appointments and reappointments shall be subject to Article 18 - Retrenchment.

ARTICLE 15
APPOINTMENT - NON-REAPPOINTMENT OF ACADEMIC SUPPORT STAFF

1501 The Trustees shall have the right to appoint academic support staff employees for a period of from one to six years.

1502 An employee may be given a temporary appointment up to a maximum of two academic years. Such appointments may be terminated at the College's discretion.

1503 Notice of reappointment or of intention not to reappoint shall be given in writing to the academic support staff employees as follows:

(a) Not later than March 1 of the first year of service if the appointment expires at the end of that year or if a one-year appointment terminates during an academic year, at least three months in advance of its termination.

(b) Academic support staff employees who have more than one year of service shall be notified in writing by February 1 of the year in which the employee's appointment terminates.

1504 Academic support staff employees shall notify the Trustees or their designee within thirty (30) days of receipt of the notice of reappointment with his or her acceptance or rejection of the notice to reappoint by certified mail, return receipt requested. Failure to do so will constitute a resignation by the employee.

1505 The Trustees or their designee shall respond orally or in writing at the employee's request for reasons of non-reappointment and such reasons shall not be subject to the disagreement procedures set forth in Article 19 of this agreement.

1506 Except as otherwise provided in this Agreement, all appointments and reappointments shall be subject to the provisions of Article 17, Termination and Discipline, and to Article 18, Retrenchment.

ARTICLE 16
DISCIPLINE AND TERMINATION FOR ACADEMIC TEACHING STAFF AND ACADEMIC NON-TEACHING STAFF

1601 Employees of the academic teaching staff and the academic non-teaching staff may be terminated or disciplined at any time for cause which shall consist of inadequate performance or neglect of duties or misconduct after such written notice and opportunity to be heard as here in provided.

1602 Notice - When the President has information or receives a complaint against a member of the academic teaching staff or the academic non-teaching staff containing allegations which, if true, might serve as grounds for dismissal or discipline and he deems such information or complaint to be substantial, he shall discuss it with the person concerned and shall make such further investigations as he deems appropriate. If the President determines, after making such further investigation as he deems appropriate, that further action is warranted, he shall cause to be served upon the persons concerned a written statement of the charges against him.

1603 Request for Hearing - Final action shall not be taken on such charges until after the expiration of the fifteen (15) days from the date of service of such notice upon the person charged during which time he/she may make a written request to the President for a hearing before the Committee on Discipline and Termination. If

he/she makes such a request, he/she shall be given a hearing as hereinafter provided. If the person charged does not request a hearing, the President may direct that such a hearing be held. When a hearing has been requested or directed, final action on the charges shall not be taken until the hearing has been held and the matter presented to the Trustees as hereinafter provided.

1604 Committee on Discipline and Termination - The Commitee on Discipline and Termination shall consist of five (5) members of the academic staff, who have continuing appointment, to be selected by the Association. The committee shall convene within ten (10) days after notification by the President to the Association. No more than one member shall be selected from each division. The members shall select one of their members to serve as Chairman of the Committee. No member of the Committee on Discipline and Termination shall serve in a case involving a member of the same division of which he/she is a member.

1605 Conduct of Hearing - The President or his designee, or both, may be present at the committee hearing as an auditor, but shall not be present at or participate in the deliberations or decisions of the Committee. At such hearing, the employee charged shall be entitled to be present; to be represented by a person of his/her own choice and to call, question, and cross-examine witnesses. The employer shall be entitled to be represented and to call, question, and cross-examine witnesses. All testimony at such hearing shall be under oath. A stenographic record shall be taken at each such hearing at the cost of the employer.

1606 Findings and Recommendations - Within ten (10) days after the completion of the hearing, the Committee shall make a written statement of its findings with respect to the charges, together with its written recommendations which shall be submitted to the President with the stenographic transcription of the proceedings.

1607 Review by the President - Upon receipt of the stenographic transcription of the proceedings and the Committee's findings and recommendations, the President shall review same and make recommendations which shall be transmitted with the Committee findings and recommendations to the Trustees. In the event no hearing has been requested or held, the President shall review the charges and make such investigation of the matter as he deems appropriate and transmit to the Trustees a report together with his recommendations.

1608 Action by the Trustees - Upon receipt of the recommendations of the President and the accompanying material as hereinbefore provided, the Trustees shall review the matter and take such action, if any, as they deem advisable.

1609 If the recommendation of the Committee on Discipline and Termination and the action of the Trustees are in accord, the matter shall not be subject to arbitration.

1610 If the recommendation of the Committee on Discipline and Termination and the action of the Trustees are not in agreement, the matter may be submitted to binding arbitration as set forth in Section 1907, except that the first sentence of subdivision A of said section shall not apply.

1611 Failure to Attend Hearing - If the person charged does not request or attend a hearing of the Committee, the Trustees may, after receiving the recommendation of the President, take such action, if any, as they deem advisable and their decision shall be binding and conclusive and not subject to review.

1612 Pending the hearing and determination of charges, the employee against whom such charges have been preferred and served may be suspended by the President for a period not exceeding sixty (60) days exclusive of the duration of the hearing of the Committee on Discipline and Termination pending final action upon such charges by the Trustees. If the employee is found guilty of the charges, the penalty may consist of a reprimand, a fine not to exceed one hundred dollars to be deducted from the salary or wages of the employee, suspension without pay for a period not exceeding two (2) months, or dismissal provided, however, that the time which an employee is suspended without pay may be considered as part of the penalty.

1613 If the employee is acquitted, he/she shall be restored to his/her position with full pay for the period of suspension less the amount of compensation which he/she may have earned in any other employment or occupation and any unemployment insurance benefits he/she may have received during such period.

ARTICLE 17
DISCIPLINE AND TERMINATION FOR ACADEMIC SUPPORT STAFF EMPLOYEES

1701 The provisions of Article 16 of this Agreement shall apply with like force and effect to the termination and discipline for Academic Support Staff employees, except that the Committee on Discipline and Termination shall be constituted as follows:

The Committee on Discipline and Termination for the Academic Support Staff shall consist of five (5) members of the Academic Support Staff selected by the Association. The members shall select one of their members to serve as Chairperson of the Committee. No member of the Committee on Discipline and Termination shall serve in a case involving a member of the same division or department of which he is a member.

ARTICLE 18
RETRENCHMENT

1801 Terminations of employment of any employee for other than disciplinary reasons shall be made in accordance with this Article.

1802 The necessity for layoffs because of the abolition of positions which result in retrenchment shall be determined by the Board of Trustees. The necessity for retrenchment as determined by the Board of Trustees shall not be subject to the disagreement procedure set forth in Article 19.

1803 Definitions: Subject to the provisions of this Article, the following terms shall have the following meaning:

(a) Special Qualification - means any employee who possesses the sole qualifications necessary to perform a particular function or had the education and/or experience necessary to teach a particular course of study.

1804 LABOR - MANAGEMENT LAYOFF COMMITTE

(a) A Labor Management Layoff Committee (Committee), shall consist of any three members of the Trustees and three members of the Association, and shall convene within 5 calendar days, exclusive of Saturdays, Sundays and Holidays, after the date upon which the Trustees shall declare that personnel shall be laid off or positions abolished.

(b) The Committee will discuss alternatives to layoff, other adjustments in programs, courses and curricular in order to reduce any proposed layoffs to a minimum. The Trustees shall make every reasonable effort to comply with the recommendations of the Committee.

(c) The Committee shall approve or disapprove exemption from layoff because of special qualification. In the event that the Committee shall disapprove a request for exemption or fail to act for any reason, with respect to a request for an exemption from layoff because of special qualifications, the Trustees may take such action as the Trustees deem appropriate. Such action shall be neither arbitrary nor capricious and shall be subject to review as provided in paragraph (d) of this section.

(d) Decisions of the Board of Trustees with respect to the order of layoff or the granting of an exemption from layoff, may be challenged by the Association or any employee adversely

affected, provided that the action of the Trustees does not agree with the recommendation of the Committee, by instituting an arbitration proceeding within 10 days after posting by the Trustees of the names of personnel affected.

(e) All expenses and costs of the arbitrator shall be borne equally by the College and the Association or the employee initiating the arbitration.

1805 Once retrenchment has been decided by the Trustees, the order of layoff within the division or non academic unit shall be as follows:

(a) Temporary or Part Time Employees

(b) Full Time term Employees

(c) Full Time Continuing Appointment Employees

1806 Seniority in the College shall be determinative in each division or unit. If seniority is the same, rank is determinative. If seniority and rank are equal, then seniority in rank is determinative.

1807 Any member of the academic teaching staff and academic non teaching staff who becomes a member of the Academic Support Staff because of retrenchment, shall receive the salary of the Academic Support Staff member whose job he has assumed.

1808 The Trustees will notify the person(s) affected by retrenchment as follows:

(a) For those holding a term appointment, at least four (4) months.

(b) For those holding a continuing appointment, at least one (1) semester.

1809 At the time of retrenchment, the Trustees or their designee shall give special consideration for placement within the College to an employee whose services might be terminated as a result of retrenchment, provided that a suitable position which the employee is otherwise qualified is available.

1810 For a period of three years following retrenchment, an employee removed as a result of retrenchment, shall be offered re-employment to the same or similar position at the College should an opportunity for such re-employment arise. Any offer of re-employment pursuant to this section must be made by certified letter, return receipt requested, to the employee at the last known address and the reply of acceptance must be received by the College within fifteen (15) days after the date of receipt of such offer, such acceptance to take effect not later than the beginning of the semester immediately following the date the offer was made. In the event that such offer of re-employment is not accepted, the employee shall receive no further consideration pursuant to this section. In the event such offer of re-employment, shall receive the following benefits to the extent applicable under paragraphs 1811 through 1814 of this article.

1811 Seniority for purposes of retrenchment - The employee shall receive the same seniority for purposes of retrenchment as he held on the date of his termination by reason of retrenchment.

1812 Appointments - An employee who held a continuing appointment on the date of his termination by reason of retrenchment shall resume his continuing appointment only in his former division upon his date of re-employment. An academic teaching employee who is terminated by reason of retrenchment and who is re-employed in the same position shall resume the seniority he held at the time of his retrenchment.

1813 Prior service credit - An employee who held a term appointment on the date of his termination by reason of retrenchment, but is not re-employed in the same division held prior to termination, by reason of retrenchment, shall be granted a term appointment and shall not be credited with any prior service.

1814 Sick Leave - An employee shall be credited with the sick leave accruals which he had on the date of his termination by reason of retrenchment.

ARTICLE 19
DISAGREEMENTS

1901 Any disagreement arising as to the manner of interpretation or application of any of the provisions of this Agreement or rights claimed to exist thereunder, shall constitute a contract disagreement unless expressly prohibited by other provisions of this Agreement.

1902 It is the intention of the parties that a time limit set forth in this article be of the essence, unless otherwise mutually agreed between the parties on a specific case, e.g., the time limits will not run during vacation periods. Failure of the Association or employee to proceed within the time limits set forth shall terminate the disagreement at the step. Failure of the designee to answer within the time limits set forth will entitle the Association or employee to proceed to the next step of the disagreement procedures.

1903 Any step of the disagreement procedure may be by-passed by mutual agreement in writing.

1904 In the case of a group, policy, or organization type disagreement:

(a) the disagreement procedure may be by-passed by mutual agreement in writing, and

(b) the disagreement may then be submitted directly to the President of the College or his designee.

Disagreement Procedure

1905 Step 1) Within thirty (30) days of the acts or circumstances giving rise to the disagreement, an employee in the unit shall notify the Associate Dean of Administration The Associate Dean of Administration shall render a decision on the disagreement to the employee, his/her representative, if any, and the Association within ten (10) working days after presentation.

Step 2) If the disagreement is not resolved in Step 1, the employee or his/her representative and the Association, shall, within fifty (50) working days of

the action or circumstances giving rise to the disagreement, reduce the disagreement to writing, setting forth the facts of the disagreement and the relief sought, and submit the disagreement to the President of the College. The President or his designee shall investigate the disagreement, hold a meeting with the employee or his/her representative and the Association, and render a decision in writing to the employee, his/her representative, and the Association within twenty (20) working days of receipt of the disagreement.

Step 3) If the disagreement is not resolved in Step 2, the employee or his/her representative and the Association shall submit the disagreement within ten (10) working days of the receipt of the decision rendered by the President to the Board of Trustees' Personnel Committee. The Board of Trustees' Personnel Committee shall investigate the disagreement, hold a meeting with the employee, his/her representative, and the Association and render its decision in writing to the employee, his/her representative and the Association within ten (10) working days after completion of its investigation but in no event more than thirty (30) working days after receipt of the written disagreement.

Step 4) If the disagreement is not settled, the Association may within fifteen (15) working days of receipt of the decision rendered by the Board of Trustees' Personnel Committee, or from the date that such decision would have been due, refer the matter to Arbitration as set forth below.

1907 ARBITRATION PROCEDURE

(A) When a disagreement remains unresolved through the disagreement procedure, it may be referred to arbitration by the Association. The parties shall first attempt mutually to agree upon an arbitrator; and if such cannot be done, either party may request a list of impartial arbitrators from the Director of Conciliation of the New York Public Employment Relations Board. The Parties will select an arbitrator in accordance with the rules of the Board. The arbitrator shall make a decision that is final and binding on both parties.

(B) The Arbitrator shall be requested to render a decision within twenty (20) days of the close of the hearing.

(C) The Arbitrator's expenses and fees shall be borne equally by the College and the Association or the employee initiating the arbitration.

(D) The Arbitrator shall not have authority to amend, modify or delete any provisions of the Agreement.

ARTICLE 20
MEMBERSHIP IN RETIREMENT SYSTEMS

2001 All members of the unit represented by the Association shall, if eligible, become members of either the New York State Employee's Retirement System, the New York State Teacher's Retirement System, or the Teacher's Insurance and Annunity Association/College Retirement Equities Fund. All will be fully paid for by the College except what is required by State law.

2002 RETIREMENT

Employees who wish to retire, under the provisions of the retirement system of which they are members, shall, prior to applying for such retirement, notify and consult with the President with respect to the effective date of such retirement.

2011 LIFE INSURANCE

The College shall purchase, at its own cost and expense, twenty thousand dollars ($20,000.00) term life insurance, for each professional staff employee, from a reputable carrier authorized to do business in the State of New York.

2012 The additional optional amounts of life insurance in force at the time of the signing of this contract shall remain in force, and each professional staff employee may purchase, at his own expense, such additional amounts of such life insurance as may be made available.

2022.1 HEALTH INSURANCE

All employees of the Employer shall receive medical and health insurance benefits on a non-contributory basis provided by the College's Health Insurance Plan. All persons eligible for family plan coverage of employees hired prior to the academic year commencing after August 31, 1984, shall receive such medical and health insurance benefits on a non-contributory basis. All persons eligible for family plan coverage of employees hired for the academic years to commence after August 31, 1984, shall be eligible to participate in such plan of medical and health insurance and receive benefits at the cost (the difference between the premium for family plan less the individual coverage) of the employee, said cost to be deducted from the pay check of such employees in equal installments. An employee who is hired for the academic years commencing after August 31, 1984, shall be subject to this paragraph notwithstanding the fact that such employee may be required to report to work as provided in Section 2201. All employees who have been employed by the College for ten (10) consecutive years or more, and who retire, shall be eligible to continue participation in the plan of medical and health insurance, and the cost of such insurance shall be paid 50 percent by the employer and 50 percent by the employee, provided however, that the cost of family plan coverage of all such eligible employees who are hired for the academic years to commence after August 31, 1984, shall, in addition to paying 50 percent of the cost of employee coverage, pay the entire cost of family plan coverage.

2022.2 A committee consisting of three (3) representatives of the County/College and three (3) representatives of the Association will be established. The Committee shall be responsible for recommending a program to reduce the cost of medical and health insurance under the program now in effect to a cost which does not exceed the cost of the plan of medical and health insurance provided by the County of Sullivan to its employees (other than employees represented by the New York State Nurses Association) hereinafter called "County-sponsored plan" which became effective on May 15, 1988. The implementation of the new plan shall be effective on September 1, 1988.

By May 15, 1988, the Committee will recommend:

(1) the College employees will remain in the New York State Employees' Empire Plan and the employees will bear any cost difference between the cost of the County-sponsored plan and the New York State Employees' Empire Plan;

(2) a mutually agreeable Association self-administered plan or provide coverage under some other acceptable plan or carrier; which cost will be within the cost of the County-sponsored plan;

(3) adopt the County-sponsored plan;

(4) some other mutually agreeable alternative.

If the three (3) representatives of each side are unable to agree on an acceptable alternative, the unit may make this choice except for the mutual agreement alternatives in (2) and (4) above.

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(5) the Association will review the hospital and medical plan annually during the term of this agreement and ~~recommend to the College its~~ will determine the choice of coverage/carrier.

2031 DISABILITY INSURANCE

The College shall, at its own cost and expense, continue the disability insurance now in force for all employees.

2041 LIABILITY INSURANCE

The employer will provide the Association with written assurance that each professional staff employee is adequately covered by liability insurance.

2051 S.C.C.C. COURSES

All employees shall be entitled to free tuition for courses offered by the College internally on a space available basis except that F.S.A. fees and College fees shall not be waived.

2052 Employees taking course work at the College shall not be excused from their work responsibilities.

2061 MEDICAL ASSISTANCE

In the event of a medical emergency, an employee shall be given emergency first aid by the College nurse or doctor during the normal working hours of the nurse or doctor, if they are present at the facility of the College.

ARTICLE 21

2101.1 SABBATICAL LEAVE

Sabbatical leaves of absence may be granted to employees in the unit in accordance with this section.

2101.2 Employees who have completed at least six (6) consecutive years of service at the College or employees who have had a sabbatical leave and have completed at least six (6) consecutive years of service from the date of return from their last sabbatical leave, shall be eligible for a sabbatical leave. Periods of leaves of absence, other than vacation leave and sick leave with salary, and periods of part time service, shall not be included for computation for consecutive years of service for sabbatical, but shall not be deemed an interruption of otherwise consecutive service.

2101.3 Sabbatical leaves may be granted for periods of one year at rates not to exceed one-half base salary or for periods of one-half year at rates not to exceed full base salary.

2101.4 A written application for sabbatical leave shall be submitted to the President as far in advance as possible of the requested date of the leave but in no event later than six (6) months in advance of the beginning of the academic year in which the sabbatical leave is to take place. As part of the application for sabbatical leave, the applicant shall clearly indicate the purpose of the leave and, if the leave is for study, the name of the institution and the identity of the study and courses to be pursued and their relationship to the applicants's professional position. Applications for leave for travel or educational experience, limited to one semester, shall state their specific educational objective in direct relation to the applicant's field of endeavor. The applicant will be notified no later than April 15 of the action taken on his application.

2101.5 Sabbatical leave recipients shall remain employees of the College and the salary shall be subject to the normal deductions for social security, income taxes, health insurance, and other deductions. Upon return from sabbatical leave, the recipient will be restored to the position to which entitled, or a comparable position, at a salary equal to that the employee would have received had the employee been in regular attendance at the College during the period of sabbatical.

2101.6 Upon return from sabbatical leave, the employee will submit to the President a detailed report inclusive of appropriate records and data relative to such leave.

2102.1 VACATION LEAVE

Members of the academic teaching staff shall be granted at least two calendar months of annual vacation leave during the summer months, with the beginning and ending dates to be determined by the academic calendar.

2102.2 Employees of the academic non-teaching staff and the academic support staff shall be granted annual vacation leave as follows with beginning and ending dates to be determined by the President, or designee, consistent with the needs of the College, (and to the extent practicable, the preferences of the employee concerned):

One month - Coordinator of Instructional Media, Counselors, Director of Admissions, Director of Buildings and Grounds, Director of Financial Aid,

Director of Counseling & Placement, Director of Student Accounting Services/Bursar, Technical Assistants I, Facilities and Programs Coordinator, Registrar, Assistant Director of Student Activities Director of Student Activities.

Six weeks - Librarians

Two months - Coordinator of Health Services, Instructional Assistants (except as herein above provided), and Technical Assistants II.

2103 PERSONAL LEAVE

Each employee of the unit shall receive five (5) days of non-cumulative personal leave each year as long as he notifies his immediate supervisor in writing for approval, at least two days before each leave, when possible, and his work commitments are provided for. If such leave request is disapproved by the immediate supervisor, an appeal may be made to the appropriate Dean. The approval of such leave shall not be unreasonably denied.

2104 JURY DUTY

If an employee is required to report for Trial Jury Duty the employee shall be granted, providing the employee serves, a leave for a period not tc exceed twenty (20) days per calendar year, and if the employee is required to report for Grand Jury, the employee shall be granted, providing the employee serves, unlimited leave. Such leave shall be allowed and credited only for the day or portion thereof that such service is required.

The employee shall assign jury leave pay to the College, and in doing so the College shall provide full payment of the employee's salary or wages for the day.

2105.1 SICK LEAVE

Ten (10) month employees shall be granted sick leave as follows: Six (6) sick leave days at the beginning of each semester for a total of 12 sick leave days per year. The maximum accrual shall be 180 sick leave days.

2105.2 Eleven (11) month employees shall be granted sick leave as follows:

Seven (7) days at the beginning of their contract and shall receive an additional seven (7) days six months thereafter, for a total of 14 sick leave days per year. The maximum accrual shall be 180 sick leave days.

2105.3 In addition to the sick leave accrual provided in 2105.11 and 2105.12, there shall be added to the accumulated sick leave of each employee, on August 31 of each year during the term of this Agreement, each day or part thereof of unused personal days received by such employee in accordance with section 2103.

2105.4 On August 31 of each year during the term of this Agreement, each employee who has accumulated more than the maximum accrual of sick days shall receive payment on a per diem basis for the accumulated sick days in excess of such maximum accrual allowed during each work year as follows:

50%, for entire term of this agreement.

For the purpose of determining the rate of compensation under this section, a ten (10) month employee shall divide base salary by 200; a Librarian shall divide base salary by 210; an eleven (11) month employee shall divide base salary by 220. Sick days shall include any personal days added pursuant to Section 2105.3. Compensation paid to the employee pursuant to this section shall be deemed the sole and exclusive compensation for all such days accrued.

2105.5 All sick leave accruals can only be used by the employee in half-day or day units.

2105.6 In special circumstances the President may grant employees of the unit additional sick leave with full salary not to exceed 20 class or working days during each year of service with the College.

2105.7 The Trustees of the College may grant employees of the unit additional sick leave not to exceed two years, comprised of not more than six calendar months with full salary, six calendar months with half salary, and one calendar year without salary.

2105.8 During the absence on sick leave of members of the academic teaching staff of the College, the President shall make appointments for carrying on the activities of the College with due regard to the reasonable workload of other members of the academic teaching staff, and such persons on sick leave shall not be required or permitted to contribute toward the salary of the substitutes during their absence, except that where the absent employee is carrying an overload at the College, he will be subject to such requirement when it is necessary to pay a substitute for overload coverage and such payment shall be deducted from the overload salary of the employee who was absent.

2105.9 The discretionary power granted to the President and the Trustees as stated above will be invoked for any insured employee of the unit who is disabled. The criteria used to determine disability shall be the same as those used by the insurance company that provides the College long-term disability coverage. This power will be invoked as of the 31st day of disability and shall expire when the insurance company assumes coverage.

2105.10 In the case of an injury to an employee for which he or she is entitled to Workmen's Compensation benefits or disability benefits such employee may elect whether such injury shall be charged against his sick leave allowance accrual, or whether said employee shall receive only his Workmen's Compensation benefits or disability benefits, and reserve his sick leave allowance accrual. Such election shall be made within seven (7) days of the time of the injury. In the event such employee elects to have such injury charged against his sick leave allowance accrual, and at the same time accept Workmen's Compensation benefits, he shall only be entitled to the difference between the amount of sick leave allowance and the amount of the Workmen's Compensation benefits or disability benefits, provided that he shall not exceed his accrued sick leave allowance. The employee's election shall be reduced to writing and submitted to the College for processing.

2105.11 Professional staff members will be informed by September 30 of each year in writing as to their accrued sick leave as of August 31.

2106.1 MATERNITY LEAVE

An employee shall notify the President within a reasonable period of time after becoming aware of the employee's pregnancy.

2106.2 Disabilities caused or contributed to by pregnancy, miscarriage, termination of pregnancy, childbirth and recovery therefrom are, for all job-related purposes, temporary disabilities and should be treated as such under any health or temporary disability insurance or sick leave plan available in connection with employment. Written and unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority, and other benefits and privileges, reinstatement and payment under any health or temporary disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as they are applied to other temporary disabilities.

2106.3 When the term of the temporary disability ends, the employee may request an unpaid maternity leave of absence. Such leave shall not be for more than twelve calendar months. Extension of maternity leave shall be permitted upon request, but not to exceed a period of one year from the end of the original year.

2106.4 The period of unpaid maternity leave shall not be credited toward salary increases, if any, nor for credit toward a continuing appointment.

2106.5 Employees shall provide to the President statements as appropriate, from their physician confirming the beginning and termination of the temporary disability period.

2107 Association Leave

To insure harmonious relations between the parties to this Agreement, the College shall grant two (2) days leave annually with pay, which shall not be charged against any other authorized leave, to the President of the Association, or his designee, to participate in activities required by the terms of this Agreement.

2108.1 MILITARY LEAVE OF ABSENCE

Full-time employees, except those on temporary appointment, who are required to go on active duty with any component of the armed forces shall be granted an indefinite leave of absence without pay. Applications for reinstatement shall be accepted within 90 days after honorable discharge or separation from extended active duty. Notification for reinstatement shall be made at a time to correspond with the beginning of the academic semester, if at all possible. All applications made beyond the 90 day time limit will be forwarded to the Trustees or their designee for consideration.

2108.2 Persons on military leave shall receive all credits permitted by law.

2108.3 Members of the active reserve corps who must regularly spend some time on active duty each year shall request tours of duty which fall during their vacation periods. If such tour of duty must be scheduled during a period which is normally a working period, then the person will receive full pay and fringe benefits for that period,

less pay received for the military tour of duty which necessitates absence from attendance, upon resuming normal College duties.

2109.1 LONGEVITY COMPENSATION

Any employee who has completed a continuous period of employment set forth in the table below, shall receive the longevity bonus in accordance with the following schedule:

Longevity Bonus

Period of Employment	1987-88	1988-89	1989-90
5 years	$250	$250	$500
10 years	$375	$375	$750
15 years	$500	$500	$1000
20 years	$625	$625	$1250
25 years	$750	$750	$1500

2109.2 The longevity bonus shall be payable as of January 1 of the year following completion of the continuous period of employment, reasonable delays for administrative reasons and fiscal policy, and subject to such employee being still in the employment of the Employer.

2121.1 LEAVE OF ABSENCE WITHOUT PAY

Leave of absence without pay, if approved by the President, will be granted to employees of the unit for a period of up to one year. Such leave may be for reasons personal, medical and or family related. The employee may apply for an extension of the period of leave without pay if extenuating circumstances exist.

2121.2 During the leave of absence without pay, the employee shall not receive or accumulate credit for any fringe benefits covered under this Agreement and shall not be entitled to salary increases. An employee who is on authorized leave without pay may continue his health and life insurance coverage, during the period his contribution is not being deducted from his pay, by remitting direct payments covering both the employer and the employee's share of the premium to the Business Office at the College.

2121.3 The employee shall not lose his seniority if the period for the leave of absence without pay is two years or less but the President may, upon the the employee's request and at the President's discretion, extend the period up to a maximum of three years.

2121.4 An employee on leave of absence without pay shall retain seniority, subject to Section 2121.3 above, but shall not accumulate additional credit toward continuing appointment or sabbatical leave.

2151 LIMITATION ON ALL LEAVES OF ABSENCE

Notwithstanding anything contained in this Agreement, no leaves of absence shall be deemed to extend the terms of appointment of employees of the unit having term appointments; all leaves of absence shall, in any event, terminate upon expiration of such terms.

ARTICLE 22
WORK YEAR

2201 The College work year for Academic Teaching Staff shall commence not earlier than August 25 and shall end not later than June 10 or on the date of Commencement, whichever is earlier.

2202 The employees shall not be required to work on Sundays nor on more than 3 Saturdays, except employees who are specifically hired to work on Saturdays and Sundays.

2203 The Trustees may determine and establish the academic calendar, provided however, if the "4-1-4" calendar is changed, the College shall negotiate the impact of such change with the Association. Prior to such change in the calendar, it shall be discussed by the management-association committee.

2204 Notwithstanding any other provision of this Agreement, if courses are offered on Saturdays, the employees who are qualified shall have the right to teach such courses on a voluntary basis and if there are no volunteers, the College may hire adjuncts to teach such courses.

ARTICLE 23
CAMPUS MEETING FACILITIES

2301 Upon reasonable advance notice and according to College procedures, campus meeting facilities, appropriate to the nature and size of the meeting(s), shall be made available to the Association by the College provided no conflict shall exist with prior scheduled uses of such facilities.

2302 The Association shall pay any reasonable additional expense incurred in the furnishing of such meeting facility.

2311 BULLETIN BOARDS

A bulletin board will be made available for the exclusive use of the Association. The Association shall have the right to post notices and other written communications with respect to the terms and provisions contained in this Agreement or with respect to any matters involving collective bargaining, provided, however, that such notices or communications shall not contain anything reflecting personally upon the Trustees, the Board of Supervisors or any of the employees or elected officials.

2321 PERSONNEL FILES

The College shall maintain, for College purposes, an official personnel file for each employee who is subject to this Agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee and formal written evaluations or reports prepared by an immediate supervisor, Division Chairperson or Dean as appropriate. All such materials shall be available to the employee for his review and response and shall be available to the employee upon request.

2322 An employee shall have the right to examine his personnel file during the normal business hours of the College. Pre-employment statements solicited in connection with his or her appointment shall not be available to that employee.

2323 A designated member of the Association, having written authorization from the employee concerned, and in the presence of a representative of the College, may examine the official personnel file of the employee, except for the limitations provided above, if the examination relates to a filed disagreement, a disagreement in preparation, or written notice of discipline served upon the employee of the College.

2324 Copies of materials in an employee's official personnel file to which he is permitted access pursuant to provisions of this article shall be made available to the employee upon his request and at his expense and he may file a statement in response to any such item.

2325 Unless prohibited by law, an employee shall be notified of any request for access to his official file other than related to official College purposes.

2331 APPROVAL FOR GRADUATE DEGREES

The Trustees or their designee will not knowingly recognize by listing in the catalogue, or in any other official manner, graduate degrees awarded to any of its staff by institutions lacking appropriate or customary academic recognition.

2332 The Trustees or their designee will in no way knowingly grant advantage in personnel considerations, such as salary or status, on the basis of a graduate degree from an institution lacking appropriate or customary academic recognition.

2333 The Trustees or their designee will undertake through its academic and career counseling staff and through appropriate procedures to advise those concerned of the risks inherent in matriculating for a graduate degree from an institution lacking appropriate or customary academic recognition.

2334 The Trustees or their designee will, to the degree permitted under law and sanctioned by professional standards, discourage members of its academic and professional staff from affiliation with institutions lacking appropriate or customary academic recognition.

2335 These guidelines should be interpreted as raising no questions regarding degrees from established and reputable universities abroad where there may be little parallel to academic recognition practices within the United States. Further, these guidelines need not militate against recently established institutions accepted as candidates for accreditation, nor against specific programs in recognized institutions which may not hold program accreditation from professional societies.

2341 The College and the Association shall share the expense of printing 300 copies of this contract.

2342 The responsibility for distribution to all employees now and hereafter employed shall be that of the Association.

ARTICLE 24

2401 Notices required to be given pursuant to this agreement, by one party to the other, shall be made by certified mail, return receipt requested, to the parties at the addresses herein set forth unless the parties shall notify the other of a different address.

2402 Notices required to be sent by an Employer and/or College to any employee shall be made by certified mail, return receipt requested, to the address of the employee in the official records of the Employer. The employee shall notify the College in writing of any change in his address. The College shall make a good faith effort to contact employees, if necessary.

ARTICLE 25
CHANGES IN AGREEMENT

2501 This Agreement constitutes the entire agreement between the parties.

2502 Nothing contained in this Agreement shall preclude representatives of the County or the Trustees from meeting with representatives of the Association to discuss this Agreement. This Agreement may be modified only in writing, signed by all the parties.

2503 The waiver by any party of any term or condition of this Agreement or the failure of any party to insist on strict performance of the terms and conditions herein contained, shall not constitute a waiver of failure in any subsequent case.

ARTICLE 26
SEVERABILITY CAUSE

2601 If any provision of this Agreement shall be contrary to law or shall be held invalid by any Court or agency, the invalidity of such section shall not affect any other provision of the Agreement and the parties shall enter into immediate negotiation to replace such invalid provision.

ARTICLE 27
SUB-TITLES

2701 The sub-titles used herein are used for reference purpose only, and are not to be used in any manner whatsoever for the construction of or interpretation of any of the provisions and terms set forth herein.

ARTICLE 28
MANDATED PROVISIONS OF THE LAW

2801 IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREOF SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 29
TERMS OF AGREEMENT

2901 This agreement shall be effective as of September 1, 1987, and shall terminate on August 31, 1990.

2902 No term or provision of this agreement shall survive the termination of this agreement. Notwithstanding -- anything to the contrary herein contained, in the absence of an agreement effective on an after September 1, 1990, each employee covered by this

agreement will continue to receive the same base salary and be subject to all the other terms and conditions of employment herein set forth until the execution of a successor agreement. In absence of an agreement effective on and after September 1, 1990, and subject to the provisions of Section 2903, no employee shall receive an automatic, non-negotiated increase in base salary, overload compensation or other benefits. Negotiations for a successor agreement to this agreement shall begin not later than January 2, 1990.

2903 In the event that the parties have reached this agreement after September 1, 1987, on the terms and conditions of employment for a period beginning on September 1, 1987, and unless otherwise agreed and in accordance with such provisions of law as may be applicable and subject to the approval of such legislative bodies as shall be necessary for ratification of such agreement, the terms and provision of said agreement will apply as if said agreement was executed on September 1, 1987.

Approved as to form
SULLIVAN COUNTY ATTORNEY

_____
William C. Rosen
Sullivan County Attorney

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement.

COUNTY OF SULLIVAN:

BY:_____
David Kaufman
Chairman, Sullivan County Board of Supervisors

SULLIVAN COUNTY COMMUNITY COLLEGE BOARD OF TRUSTEES:

BY: _____
Harold Diamond
Chairman, Sullivan County Community College
Board of Trustees

PROFESSIONAL STAFF ASSOCIATION

BY: _____
John Cameron
President, Professional Staff Association of
Sullivan County Community College

ERIC Clearinghouse for
Junior Colleges OCT 28 1988